

1 David J. Feldman, Esq.
2 Nevada Bar No. 5947
3 FELDMAN GRAF, P.C.
4 8831 West Sahara Avenue
5 Las Vegas, Nevada 89117
Telephone: (702) 949-5096
Facsimile: (702) 949-5097
dfeldman@feldmangraf.com
Attorneys for Defendant
21st Century Centennial Insurance Company

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT

18 PLAINTIFF, JANICE JACOBSEN, by and through her counsel of record, Jennifer
19 Peterson, Esq. of the The Nettles Law Firm, and DEFENDANT, 21ST CENTURY CENTENNIAL
20 INSURANCE COMPANY, by and through its counsel of record, David J. Feldman, Esq. of the
21 law office of Feldman Graf, P.C., hereby enter into the following STIPULATION AND ORDER
22 REGARDING CONFIDENTIALITY AGREEMENT:

WHEREAS PLAINTIFF has filed the above styled and numbered suit against
DEFENDANT, 21ST CENTURY CENTENNIAL INSURANCE COMPANY; and

WHEREAS PLAINTIFF has caused to be served upon 21ST CENTURY CENTENNIAL INSURANCE COMPANY certain discovery requests and contemplates serving upon 21ST CENTURY CENTENNIAL INSURANCE COMPANY other discovery requests in the future; and

28 WHEREAS 21ST CENTURY CENTENNIAL INSURANCE COMPANY has asserted a

1 privilege that some of the materials sought are of a confidential or proprietary nature and constitute
2 a trade secret under applicable law, and may assert such a privilege from discovery as to future
3 requests; and

4 WHEREAS the PLAINTIFF and 21ST CENTURY CENTENNIAL INSURANCE
5 COMPANY desire to expedite and facilitate the discovery process in this litigation while protecting
6 the business interests of 21ST CENTURY CENTENNIAL INSURANCE COMPANY to its trade
7 secrets; and

8 WHEREAS PLAINTIFF and 21ST CENTURY CENTENNIAL INSURANCE COMPANY
9 agree that the easiest and most economical way to accomplish this goal is through the execution
10 of this STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT;

11 IT IS THEREFORE AGREED as follows:

- 12 1. Documents that will be produced by 21ST CENTURY CENTENNIAL INSURANCE
13 COMPANY pursuant to this STIPULATION AND ORDER REGARDING
14 CONFIDENTIALITY AGREEMENT are claimed by Defendant to be of a confidential or
15 proprietary nature by Defendant at or about the time of the incident or transactions at issue
16 in this litigation or at some time later. The purpose of this STIPULATION AND ORDER
17 REGARDING CONFIDENTIALITY AGREEMENT is to protect the confidentiality of
18 these documents.
- 19 2. Documents and information produced in this case by Defendant shall be protected from
20 inappropriate disclosure in accordance with the following terms and conditions:
 - 21 a. Defendant may, in good faith, designate documents or discovery information
22 "confidential" including, but not limited to:
 - 23 i. all documents and/or information that Defendant believes to constitute or
24 disclose trade secrets or other confidential research, development, testing,
25 or commercial information or other information that it is entitled to keep in
26 confidence;
 - 27 ii. business marketing, testing, training materials, research or strategic plans
28 relating to any materials, products, goods and/or services;

11 The parties to this agreement recognize and agree that material designated
12 as being confidential may be used at the time of trial (subject to the Court's review
13 of objections regarding this material if applicable) or may otherwise use such
14 confidential documents as exhibits to pleadings in Court. The parties further
15 recognize and agree that the use of such documents for Court pleadings and/or
16 evidence will not alter the confidential nature of same.

counsel for Defendant 21ST CENTURY CENTENNIAL INSURANCE COMPANY at the time an expert report is provided, expert disclosures are due or at the conclusion of this case, whichever comes first; and/or

- 1 STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT shall
2 remain in full force and effect as to all persons who have obtained access to such
3 documents or other discovery materials of Defendant designated for protection hereunder
4 in perpetuity.
- 5 7. Counsel for the parties shall maintain a list of the names of all persons, including all
6 experts, expected to testify at trial, who inspect or view confidential documents and other
7 discovery information or who receive any copies of such confidential documents or
8 discovery information and shall make such a list available to Defendant at the conclusion
9 of this litigation.
- 10 8. The provisions of this STIPULATION AND ORDER REGARDING CONFIDENTIALITY
11 AGREEMENT shall remain applicable to all documents marked with the legend
12 "confidential," and any information contained therein or derived therefrom, after this action
13 concludes. Within 30 days after final conclusion of all aspects of this action, all documents
14 marked with the legend "confidential," and all copies thereof, shall be returned to the party
15 that produced the documents marked with the legend "confidential" or, at the option of the
16 producing party if it retains at least one copy, destroyed. All counsel of record shall make
17 certification of compliance herewith and shall deliver the same to counsel for the producing
18 party not more than 60 days after final termination of this action. Alternatively, the
19 producing party may agree in writing on appropriate methods of destruction.
- 20 9. Nothing contained herein shall prevent disclosure beyond the terms of this STIPULATION
21 AND ORDER REGARDING CONFIDENTIALITY AGREEMENT if Defendant consents
22 in writing to such disclosure; or if the Court, after notice to all affected persons, allows such
23 disclosure; or if the party to whom confidential information has been produced thereafter
24 becomes obligated to disclose the information in response to a lawful subpoena,
25 PROVIDED THAT the subpoenaed party gives prompt written notice to counsel for
26 Defendant and permits Defendant's counsel sufficient time to intervene and seek
27 appropriate relief in the action in which the subpoena was issued.
- 28 10. Nothing in this STIPULATION AND ORDER REGARDING CONFIDENTIALITY

1 AGREEMENT, nor any action taken in compliance with it, shall:

- 2 a. operate as an admission by Defendant that any particular document, or discovery
3 material, deposition transcript, or discovery response is or is not confidential; or
4 b. prejudice in any way the right of any party to seek a determination by the Court
5 whether particular documents or other information should or should not be
6 disclosed or if disclosed whether it should remain subject to the terms of this
7 STIPULATION AND ORDER REGARDING CONFIDENTIALITY
8 AGREEMENT.

9 Any party may request the Court to modify or otherwise grant relief from any provision of
10 this STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT.

11 11. Nothing in this STIPULATION AND ORDER REGARDING CONFIDENTIALITY
12 AGREEMENT shall be deemed to impair Defendant's right to object to the production of
13 documents or information on any ground, or to assert that the documents or information
14 sought are privileged or otherwise protected from disclosure or to demand more stringent
15 restrictions for the treatment or disclosure of any documents or discovery information on
16 any ground that may be warranted by the circumstances of a particular document request.

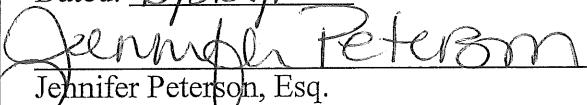
17 12. Nothing in this STIPULATION AND ORDER REGARDING CONFIDENTIALITY
18 AGREEMENT shall bar or otherwise restrict any attorney herein from rendering advice to
19 his or her client with respect to this case.

20 13. If any Party to this proceeding disputes the designation of any document(s) as confidential,
21 or otherwise seeks to remove or modify the protections of this Order for any reason, the
22 Parties shall attempt in good faith to resolve by agreement whether or not the subject
23 document(s) should be declassified. If the Parties are unable to agree, the Party seeking to
24 declassify the document(s) shall first give five (5) days written notice to the other Parties
25 of its intent to declassify the document(s) in order to allow time for any written objection
26 to be lodged. If no written objection is lodged before the expiration of the five (5) day
27 period, the document may be declassified. If a written objection is lodged before the
28 expiration of the five (5) day period, the Party seeking to declassify the document may file

1 an appropriate motion with the Court, seeking to remove or modify the protections of this
2 Order as to the documents specified. The party claiming confidentiality has the burden as
3 defined by the law of the State of Nevada, or applicable federal law of establishing that the
4 objected to document is "confidential." Until resolution of the dispute is achieved either
5 through consent or order, all Parties shall treat the designated document(s) as confidential
6 pursuant to the terms of this Order.

- 7 14. This STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT
8 may be modified by executing a revised stipulation and order among all parties, approved
9 by the Court or by application by noticed motion.
- 10 15. Nothing in this STIPULATION AND ORDER REGARDING CONFIDENTIALITY
11 AGREEMENT shall be construed as a waiver of any rights by any party with respect to
12 matters not specifically provided for herein. This STIPULATION AND ORDER
13 REGARDING CONFIDENTIALITY AGREEMENT shall be applicable to documents and
14 discovery materials produced.

15 **IT IS SO STIPULATED.**

16 Dated: 12/22/17
17 
18 Jennifer Peterson, Esq.
NETTLES LAW FIRM
Nevada Bar No. 11242
1389 Galleria Drive, Suite 200
Henderson, NV 89014
Telephone: (702) 434-8282
Facsimile: (702) 434-1488
Attorneys for Plaintiff Janice Jacobsen

Dated: 12/18


FELDMAN GRAF, P.C.
David J. Feldman, Esq.
Nevada Bar No. 5947
8831 West Sahara Avenue
Las Vegas, Nevada 89117
Telephone: (702) 949-5096
Attorneys for Defendant
21st Century Centennial Insurance Company

23 **IT IS SO ORDERED.**

25 _____
United States Judge
26 _____
United States District Court

27 DATED: _____

EXHIBIT A

**ACKNOWLEDGMENT AND AGREEMENT TO
ABIDE BY STIPULATION AND ORDER
REGARDING CONFIDENTIALITY AGREEMENT**

4 THE UNDERSIGNED HEREBY UNDERSTANDS AND ACKNOWLEDGES that he or
5 she has read the Stipulation and Order Regarding Confidentiality Agreement filed in this action on
6 _____, 2017. The Undersigned hereby acknowledges that a Stipulation and
7 Order Regarding Confidentiality Agreement in the case of *Janice Jacobsen v. 21st Century*
8 *Centennial Insurance Company*, Case No. 2:17-cv-01000-MMD-NJK was filed in the United
9 States District Court in the District of Nevada and entitled “STIPULATION AND ORDER
10 REGARDING CONFIDENTIALITY AGREEMENT.”

11 The Undersigned agrees to be bound by the terms of the above-mentioned Stipulation and
12 Order Regarding Confidentiality Agreement in the same manner as the parties to the Stipulation
13 and Order and their respective attorneys. The Undersigned agrees to provide David J. Feldman,
14 Esq., attorney for Defendant, with written notice of any document sharing as well as a list of any
15 recipients of shared documents. The Undersigned also agrees, as provided in the Stipulation and
16 Order Regarding Confidentiality Agreement, to submit to the jurisdiction of the United States
17 District Court in the District of Nevada for any proceedings related to any violation or threatened
18 violation of this Order.

19 Dated: _____

Litigant, Janice Jacobsen

Z1 Dated: _____

Attorney, Jennifer Peterson, Esq.
of The Nettles Law Firm